

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation

(b) County of Residence of First Listed Plaintiff Cumberland

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Gregory J. Mann, Esquire
1787 Sentry Parkway West, Veva 16, Ste. 210
Blue Bell, PA 19422

DEFENDANTS

Advanced Services Solutions, Inc.

and

International Insurance Company of Hannover SE

County of Residence of First Listed Defendant Atlantic

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Mitchell Ayes, Esquire

103 Einsenhower Parkway, Ste. 400
Roseland, NJ 07068

Randy C. Greene, Esquire

1880 JFK Blvd., Ste. 1400
Philadelphia, PA 19103

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1441 and Section 1446

Brief description of cause:

Diversity**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE 3/25/19

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT#

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 30 Hunter Lane, Camp Hill, PA 19011

Address of Defendant: 11 South Third Street, P.O. Box 573, Hammonton, NJ 08037 and Roderbruchstraße 26, 30655 Hannover, Germany

Place of Accident, Incident or Transaction: Delaware County, Pennsylvania

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is **not** related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: _____  _____ Attorney I.D. # (if applicable)

CIVIL: (Place a \checkmark in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases
(Please specify): _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): _____
- ☐ 7. Products Liability
- ☐ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases
(Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Randy C. Greene, counsel of record or pro se plaintiff, do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: 3/25/19  _____ 62692
Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corp. :

CIVIL ACTION

v. :

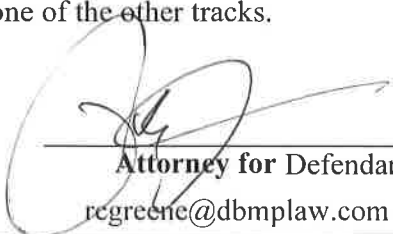
Advanced Service Solutions, Inc., et.al. :

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (x)

<p>_____</p> <p>Date</p> <p>215-563-3500</p> <p>_____</p> <p>Telephone</p>	<p>Randy C. Greene, Esquire</p> <p>_____</p> <p>Attorney-at-law</p> <p>215-563-5610</p> <p>_____</p> <p>FAX Number</p>	 <p>_____</p> <p>Attorney for Defendant, Hannover</p> <p>regreene@dbmplaw.com</p> <p>_____</p> <p>E-Mail Address</p>
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**In the UNITED STATES DISTRICT COURT
for the EASTERN DISTRICT OF PENNSYLVANIA**

RITE AID HDQTRS CORP. d/b/a RITE AID CORPORATION	:	
	:	
Plaintiff	:	
	:	
v.	:	CIVIL ACTION
	:	
ADVANCED SERVICE SOLUTIONS, INC.	:	NO. 19-CV-
	:	
And	:	
	:	
INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE	:	
	:	
Defendants	:	

DEFENDANTS' NOTICE OF REMOVAL

To the Honorable Judges of the United States District Court
for the Eastern District of Pennsylvania

Defendant, HDI Global Specialty SE, incorrectly identified as International Insurance Company of Hannover SE (hereinafter "Hannover"), files this Notice of Removal of this action from the Court of Common Pleas of Philadelphia County Pennsylvania in which it is now pending to the United States District Court for the Eastern District of Pennsylvania, and in support thereof states:

1. Petitioners exercise their rights under 28 U.S.C. §1441 to remove this action from the Philadelphia County Court of Common Pleas in which it is now pending.
2. This action is docketed in Court of Common Pleas of Philadelphia County at Docket Number 190201821.
3. The Complaint was served upon removing defendant Hannover no later than

February 25, 2019.

4. This is an action in which the District Courts of the United States have original jurisdiction, in particular, jurisdiction based upon diversity of citizenship pursuant to 28 U.S.C. § 1332.

5. The plaintiff and defendant are completely diverse.

6. Plaintiff is a Delaware corporation with a principal place of business at 30 Hunter Lane, Camp Hill, Pennsylvania, and is a citizen of Delaware and Pennsylvania.

7. Defendant Hannover is a German corporation with a principal place of business at Roderbruchstraße 26, 30655 Hannover, Germany, and is a citizen of a foreign state.

8. Defendant Advanced Services Solutions, Inc. is a New Jersey corporation with principal place of business at 11 South Third Street, Hammonton, New Jersey, and is a citizen of New Jersey.

9. All defendants consent to the removal of this action.

10. Based upon the allegations of the complaint, the amount in controversy exceeds the sum of seventy-five thousand dollars (\$75,000), exclusive of interest and costs.

11. A copy of the complaint received by defendant is attached and incorporated.

12. This notice is timely as it is being filed within thirty days of service of any pleading or other document identifying removable claims.

13. Pursuant to 28 U.S.C. § 1446, a copy of this Notice is being filed with the Court of Common Pleas of Philadelphia County, Pennsylvania..

Wherefore, notice is hereby given that this action is removed to the United States District Court for the Eastern District of Pennsylvania.

DUGAN, BRINKMANN, MAGINNIS AND PACE

Randy C. Greene, Esquire
Attorney for Defendant, HDI Global Specialty SE
incorrectly identified as International Insurance Company of
Hannover SE
1880 John F. Kennedy Boulevard, 14th Fl.
Philadelphia, PA 19103
215-563-3500
Fax – 215-563-5610
Email: rcgreene@dbmplaw.com

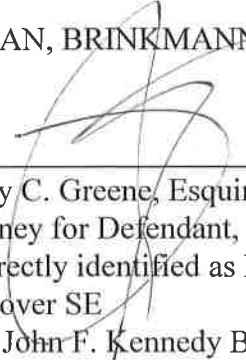
CERTIFICATE OF SERVICE

I do hereby certify that service of a true and correct copy of the within Notice of Removal was made on the 25th day of March, 2019, to the below listed counsel by United States Mail, postage prepaid.

Gregory J. Mann, Esquire
1787 Sentry Parkway West
Veva 16, Ste. 210
Blue Bell, PA 19422

Advanced Services Solutions, Inc.
c/o Mitchell Ayes, Esquire
103 Eisenhower Parkway, Ste. 400
Roseland, NJ 07068

DUGAN, BRINKMANN, MAGINNIS AND PACE



Randy C. Greene, Esquire
Attorney for Defendant, HDI Global Specialty SE ("HGS")
incorrectly identified as International Insurance Company of
Hannover SE
1880 John F. Kennedy Boulevard, 14th Fl.
Philadelphia, PA 19103
215-563-3500
Fax – 215-563-5610
Email: rcgreene@dbmplaw.com

**FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA**

Filed and Attested by the
Office of Judicial Records
19 FEB 2019 11:59 am

M. BRYANT

RITE AID HDQTRS CORP. d/b/a RITE AID
CORPORATION
30 Hunter Lane
Camp Hill, PA 17011

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA

FEBRUARY TERM, 2019

v.

NO.

ADVANCED SERVICE SOLUTIONS,
INC.
11 South Third Street
PO Box 573
Hammonton, NJ 08037-0573

JURY TRIAL DEMANDED

and

INTERNATIONAL INSURANCE
COMPANY OF HANNOVER SE
200 South Orange Avenue, Suite 1900
Orlando, Florida 32801

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. *You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.*

Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted. *Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.*

Asociacion De Licenciados
De Filadelfia Servicio De Referencia E Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197

DONNELLY & ASSOCIATES, P.C.

By: Gregory J. Mann, Esquire

Identification No. 206180

1787 Sentry Parkway West

VEVA 16, Suite 210

Blue Bell, PA 19422

Phone (610) 828-2300

gmann@donnellyandassociates.com

Attorney for Plaintiff

RITE AID HDQTRS CORP. d/b/a RITE AID CORPORATION	:	COURT OF COMMON PLEAS
30 Hunter Lane	:	PHILADELPHIA COUNTY, PA
Camp Hill, PA 17011	:	
	:	FEBRUARY TERM, 2019
	:	
v.	:	NO.
	:	
ADVANCED SERVICE SOLUTIONS, INC.	:	JURY TRIAL DEMANDED
11 South Third Street	:	
PO Box 573	:	
Hammonton, NJ 08037-0573	:	
	:	
and	:	
	:	
INTERNATIONAL INSURANCE COMPANY OF HANNOVER SE	:	
200 South Orange Avenue, Suite 1900	:	
Orlando, Florida 32801	:	

CIVIL ACTION - COMPLAINT

1. The Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation (hereinafter "Plaintiff"), is a corporation licensed to do business in the Commonwealth of Pennsylvania and regularly conducts business in the City of Philadelphia with a principal place of business as noted above.

2. Defendant, Advanced Service Solutions, Inc., (hereinafter "Advanced Service"), is a corporation licensed to do business in the State of New Jersey, with a principal place of business as

noted above.

3. Defendant Advanced Service regularly conducts business in the City and County of Philadelphia and has contractually agreed to submit to personal jurisdiction in the Commonwealth of Pennsylvania. (See a true and correct copy of the "Snow Plowing Master Service Agreement" between Plaintiffs and Defendant Advanced Service at § I, ¶ 6, which is attached hereto, incorporated herein and marked as Exhibit "A").

4. Defendant, International Insurance Company of Hanover SE (hereinafter "Hanover"), is a corporation duly organized and existing with a license to issue policies of insurance within the Commonwealth of Pennsylvania, maintains a principal place of business at the address noted above and regularly conducts business in the City and County of Philadelphia.

5. Venue is proper in Philadelphia pursuant to Pa.R.C.P. 2179(a)(2) and (b)(1).

FACTS

6. On May 12, 2017, Richard Peterson filed a personal injury complaint against Plaintiff. (A true and correct copy of the Richard Peterson Complaint is attached hereto, incorporated herein and marked as Exhibit "B").

7. Richard Peterson alleges that on January 7, 2017, he was a customer at a Rite Aid Pharmacy located at 953 Highland Avenue, Chester, PA (hereinafter "the property"), when he was injured due to slipping in snow and ice that remained on the property. (See Exhibit "B" at ¶¶ 6-7).

8. Thereafter, Richard Peterson initiated lawsuits against Advanced Service and Moore Brothers, which was consolidated with the original lawsuit against Plaintiff. (A true and correct copy of the Complaint against Advanced Service is attached hereto, incorporated herein and marked as Exhibit "C").

9. Thereafter, Richard Peterson discontinued the aforementioned consolidated lawsuits and initiated a new lawsuit against Plaintiff, Advanced Service and Moore Brothers. (A true and

correct copy of the Second Richard Peterson Complaint is attached hereto, incorporated herein and marked as Exhibit "D").

10. At all relevant times, Plaintiff and Advanced Service were parties to a valid and enforceable contract, requiring Advanced Service to provide all snow and ice removal services at the property. (See Exhibit "A").

11. The contract between Plaintiff and Advanced Service further required Advanced Service to maintain adequate procedures during and following the performance of its duties under the contract to ensure the safety of Plaintiff's employees and customers. (See Exhibit "A" at § IV, ¶ 2(a)).

12. Further, the contract between Plaintiff and Advanced Service required Advanced Service to automatically commence de-icing of the property, including re-freezing conditions, as necessary to ensure the safety of Plaintiff's employees and customers. (See Exhibit "A" at Exhibit B).

13. Additionally, the contract between Plaintiff and Advanced Service required Advanced Service to indemnify, defend and hold Plaintiff harmless from and against any claims, losses, liability, damages, fines sanctions and expenses, including attorney's fees, resulting directly or indirectly from its intentional or negligent act or omission with respect to its obligations under the contract and for breach of the contract. (See Exhibit "A" at § II, ¶ 1).

14. Finally, the contract between Plaintiff and Advanced Service required Advanced Service to carry comprehensive general liability insurance in the amount of \$5,000,000 for both personal injury perils and contractual liability. (See Exhibit "A" at § II, ¶ 2).

15. Upon information and belief and pursuant to its contractual obligations, Advanced Service procured a policy of insurance with Hanover, which designated Plaintiff as an "additional insured" on the policy.

16. Based on the above facts, Plaintiff tendered its defense directly to Advanced Service on August 7, 2017. (A true and correct copy of the August 7, 2017, correspondence to Advanced Service is attached hereto, incorporated herein and marked as Exhibit "E").

17. Upon information and belief, soon after August 7, 2017, Advanced Service placed its insurance carrier, Hanover, on notice of the claim and Plaintiff's defense tender.

18. On September 1, 2017, Plaintiff advised counsel for Advanced Service of the August 7, 2017, defense tender and requested a response.

19. Receiving no response, on October 18, 2017, Plaintiff again requested a response to the tender from counsel for Advanced Service.

20. On November 24, 2017, Plaintiff was contacted by North American Risk Services on behalf of Hanover and advised that that they had assigned to the additional insured file on behalf of Plaintiff and would be forwarding a more formal letter outlining our agreement to accept Plaintiff's defense. (A true and correct copy of the November 24, 2017, correspondence is attached hereto, incorporated herein and marked as Exhibit "F").

21. Despite numerous follow-up requests to North American Risk Services/Hanover, Plaintiff never received the formal letter outlining their agreement to accept Plaintiff's defense, nor have they done so.

22. To date, none of the defendants in this matter have agreed to defend and indemnify Plaintiff, despite their contractual obligations under the attached contract and the insurance policy issued.

COUNT I – BREACH OF CONTRACT

Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, Advanced Service Solutions, Inc.

23. Plaintiffs incorporate by reference the facts and allegations contained in Paragraphs 1 through 22, as though set forth fully at length herein.

24. Plaintiff and Advanced Service entered into a valid contract.

25. Plaintiff was in compliance with all conditions the contract.

26. Advanced Service breached the contract by failing to satisfy various obligations under the contract, including, but not limited to, the following:

- a. Failing to provide all snow and ice removal services at the property, pursuant to the contract;
- b. Failing to maintain adequate procedures during and following the performance of its duties under the contract to ensure the safety of Plaintiff's employees and customers, pursuant to the contract;
- c. Failing to automatically commence de-icing of the property, including in re-freezing conditions, as necessary to ensure the safety of Plaintiff's employees and customers, pursuant to the contract;
- d. Failing to indemnify, defend and hold Plaintiff harmless from and against any claims, losses, liability, damages, fines sanctions and expenses, including attorney's fees, resulting directly or indirectly from its intentional or negligent act or omission with respect to its obligations under the contract, pursuant to the contract;
- e. Failing to reimburse Plaintiff for the injuries caused by defendant's employees, agents and/or subcontractors, pursuant to the contract;
- f. Failing deliver safe and satisfactory service to Plaintiff, pursuant to the contract;
- g. Failing to carry comprehensive general liability insurance in the amount of \$5,000,000 for both personal injury perils and contractual liability.

27. The failure of the Advanced Service to fulfill its obligations under the contract has resulted in damages to the Plaintiff, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiffs demand judgment against Defendant, Advanced Service Solutions, Inc., for compensatory damages and attorney fees in an amount not in excess of Fifty Thousand Dollars (\$50,000.000), together with interest, costs and all other damages deemed appropriate at trial.

COUNT II – NEGLIGENCE

Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, Advanced Service Solutions, Inc.

28. Plaintiff incorporates by reference the facts and allegations contained in Paragraphs 1 through 27, as though set forth fully at length herein.

29. At all times relevant hereto, the Advanced Service owed a duty of care to the Plaintiff and Plaintiff's customers, including Richard Peterson, to perform its contractual duties in a safe and non-negligent manner.

30. Advanced Service breached its duties to the Plaintiff and Plaintiff's customers, including Richard Peterson, as indicated below, by:

- a. failing to properly inspect the work performed by its agents, employees, representatives and/or subcontractors;
- b. failing to warn the Plaintiff and Plaintiff's customers, including Richard Peterson, of the defects and/or hazardous conditions, of which they were aware or should have been aware;
- c. failing to correct, remedy, repair and/or eliminate the defective and/or hazardous conditions, of which they were aware or should have been aware;

- d. creating defective and/or hazardous conditions on the property;
- e. carelessly representing to Plaintiff and Plaintiff's customers, including Richard Peterson, that the property was safe for use;
- f. Failing to provide all snow and ice removal services at the property in a safe and complete manner;
- g. Failing to maintain adequate procedures during and following the performance of snow and ice removal services to ensure the safety of Plaintiff's employees and customers;
- h. Failing to automatically commence de-icing of the property, including in re-freezing conditions, as necessary to ensure the safety of Plaintiff's employees and customers; and
- i. In all other respects that may be revealed during discovery and pointed out at the time of trial.

31. As a result of the aforementioned negligence by Advanced Service, Plaintiff has suffered damages, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiff demands judgment against Defendant, Advanced Service Solutions, Inc., for compensatory damages and attorney fees in an amount in excess of Fifty Thousand Dollars (\$50,000.000), together with interest, costs and all other damages deemed appropriate at trial.

COUNT III – BREACH OF CONTRACT

Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, International Insurance Company of Hanover SE

32. Plaintiff incorporates by reference the facts and allegations contained in Paragraphs 1 through 31, as though set forth fully at length herein.

33. At all times relevant hereto, Plaintiff was designated as an “additional insured” on a valid insurance policy issued by Hanover.

34. Plaintiff was in compliance with all conditions and terms of the insurance policy, which was in full force and effect at all relevant times, and covered the injuries claimed by Richard Peterson.

35. Hanover breached the insurance contract by failing and refusing to perform its obligations to Plaintiff, including, but not limited to, failing to indemnify and hold Plaintiff harmless as required by the insurance contract.

36. The failure of Hanover to fulfill its obligations under the insurance contract has resulted in damages to the Plaintiff, including, but not limited to, incurring monetary damages for the claims made by Plaintiff’s customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiff demands judgment against Defendant, International Insurance Company of Hanover SE, for compensatory damages and attorney fees in an amount in excess of Fifty Thousand Dollars (\$50,000.000), together with interest, costs and all other damages deemed appropriate at trial.

COUNT IV – BAD FAITH

Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, v. Defendant, International Insurance Company of Hanover SE

37. Plaintiff incorporates by reference the facts and allegations contained in Paragraphs 1 through 36, as though set forth fully at length herein.

38. At all times relevant hereto, Plaintiff was designated as an “additional insured” on a valid insurance policy issued by Hanover.

39. Plaintiff was in compliance with all conditions and terms of the insurance policy, which was in full force and effect at all relevant times, and covered the injuries claimed by Richard Peterson.

40. Hanover breached the insurance contract by failing to satisfy its obligations to Plaintiff under the insurance contract.

41. Hanover engaged in bad faith conduct toward Plaintiff and has treated Plaintiff unreasonably and unfairly with respect to its judgment of Plaintiff’s covered loss in violation of 42 Pa.C.S.A. §8371.

42. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff’s covered loss, Hanover, by and through its duly authorized agents, servants, workmen and employees engaged in the following conduct:

- a. failing and/or refusing to pay for all damages suffered by Plaintiff in this covered claim without reasonable basis;
- b. failing to acknowledge and act promptly upon written or oral communications made by Plaintiff and/or its representatives;
- c. failing to effectuate a fair and equitable settlement of Plaintiff’s claim when liability under the policy became reasonable and clear;
- d. misrepresenting pertinent facts or policy contract provisions relating to the insurance coverage at issue;
- e. refusing to pay Plaintiff’s claim without conducting a reasonable and fair investigation based upon the available information;
- f. failing to pay Plaintiff’s covered loss in a prompt and timely manner;

- g. failing to conduct a prompt and adequate investigation in order to promptly conclude its adjustment of Plaintiff's claim;
- h. acting in a obstructive deceitful and dilatory manner;
- i. failing to acknowledge or otherwise act upon Plaintiff's claim in a prompt and timely manner;
- j. treating Plaintiff with reckless indifference and disregard under the circumstances;
- k. not having reasonable basis for denying Plaintiff's benefits under the policy;
- l. knowingly and/or recklessly disregarding its lack of reasonable basis to deny Plaintiff's claim;
- m. interpreting ambiguous terms, provisions and/or conditions of the aforementioned policy in its favor and against Plaintiff's;
- n. deviating from industry standards, practices and principles followed by other insurance companies in the area;

43. The failure of Hanover to fulfill its obligations under the insurance contract has resulted in damages to the Plaintiff, including, but not limited to, incurring monetary damages for the claims made by Plaintiff's customer, Richard Peterson, incurring costs for services not properly performed and incurring legal fees to enforce the terms of the contract.

WHEREFORE, Plaintiff demands judgment against be entered against Defendant, International Insurance Company of Hanover SE, for compensatory damages, punitive damages, counsel fees and costs, together with interest on Plaintiff's claim in an amount equal to the prime rate, plus three percent (3%), and all other damages deemed appropriate at trial in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

Respectfully submitted,

DONNELLY AND ASSOCIATES

By: /s/ Gregory J. Mann
Gregory J. Mann, Esquire
Attorney for Plaintiff

Date: 2/19/19

VERIFICATION

I, GREGORY J. MANN, deposes and says that he is the attorney for Plaintiff, Rite Aid Hdqtrs Corp. d/b/a Rite Aid Corporation, in this action, and hereby verifies that the statements made in the foregoing Complaint are based upon the facts as explained by the Plaintiff, which are true and correct, and understands that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

/s/ Gregory J. Mann
GREGORY J. MANN, ESQUIRE

SNOW REMOVAL (SEASONAL) PREVENTATIVE SERVICE AGREEMENT

This agreement (the "Agreement") is entered into as of August 15, 2016, by and between Advanced Service Solutions, Inc., a Corporation with its principal office located at 11 S. 3rd St., Hammonton, NJ 08037 (hereinafter "Contractor") and Rite Aid HDOTRS Corp. and/ or its affiliated companies, a Delaware Corporation, whose principal office is located at 30 Hunter Lane, P.O. Box 3165, Camp Hill, PA 17011 (hereinafter "Rite Aid") whereby the parties agree as follows:

Contractor agrees to provide the services as described herein in consideration for compensation as described in this Agreement and attached Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E.

TERM: The term of this Agreement shall commence on September 1, 2016 and shall be for a period of two (2) years ending August 31, 2018 and will continue month to month thereafter until otherwise extended, terminated or confirmed as expired in writing from Rite Aid. This Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both parties. This Agreement shall supersede any and all other agreements in effect between the parties, for the services identified herein.

TERMINATION: Notwithstanding the foregoing, Rite Aid reserves the right to terminate this Agreement upon thirty (30) days written notice anytime during the term, except that cancellation for just cause or upon closing of a store(s) shall be immediate. Upon early termination of this Agreement, for any reason, Contractor shall reconcile all billings as of the date of contract interruption and issue a revised billing based on Services or other work actually performed as of that date. Other than payment for services rendered prior to termination, Rite Aid shall have no further obligation to Contractor hereunder.

ENTIRE AGREEMENT: This document and the terms and conditions herein comprise the entire agreement between Rite Aid and Contractor. No other terms, conditions, agreements or understandings either written or oral will supersede nor negate the terms herein unless agreed to in writing, executed by both parties and made an addendum to this Agreement. In the event of any conflict of provisions between this Agreement and any exhibits attached hereto, the language of this Agreement shall control.

INTENT: The intent of this Agreement is to perform Snow Removal services ("Services") at the Rite Aid locations listed in Exhibit A (the "Locations") for optimum condition by establishing service frequency, minimum inspection and routine maintenance requirements, in accordance with the following specifications, terms and conditions. The Services shall be performed in a good and workmanlike manner in compliance with all applicable federal, state and local codes, regulations, ordinances and statutes ("Applicable Laws").

CONFIDENTIALITY: "Proprietary Information" means all trade secrets or confidential or proprietary information disclosed by Rite Aid to Contractor or its Representatives, regardless of whether such information has been designated as confidential or proprietary information. Proprietary Information also means information (the form of which includes, but is not limited to, hardcopy, electronic, oral, facsimile, graphic, demonstrative, machine recognizable or sample form) that relates to Rite Aid's past, present and future research, development, business activities, products, services, client lists, panelists, panelist lists, pricing and related pricing models, financial information (audited and non-audited), and technical or proprietary knowledge, and information identified by any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by or for Contractor or its Representatives that contain, reflect or are based upon, in whole or in part, Proprietary Information furnished to Contractor, including its Representatives, pursuant to this Agreement.

"Personally Identifiable Information" means identifiable information about an individual or information that might reasonably allow identification of an individual ("PII").



Contractor agrees not to disclose any Proprietary Information, PII, or the terms and/or conditions of this Agreement to any third party except to its employees directly related in fulfilling the terms of the Agreement. These employees agree not to disclose to any other third parties. Except as otherwise expressly provided herein, Contractor agrees to maintain absolute confidentiality concerning this Agreement, Proprietary Information, and/or PII save and except as otherwise ordered by a court of competent jurisdiction.

Contractor acknowledges that Rite Aid will be irreparably harmed should it or its employees disclose any of terms and/or conditions of this Agreement, Proprietary Information, and/or PII to any unauthorized third party without Rite Aid's prior written permission. In the event of any unauthorized disclosure, Contractor acknowledges and agrees that Rite Aid can go to any court of competent jurisdiction and obtain a restraining order and/or injunction immediately prohibiting such disclosure. This obligations does not apply if the information is already known to the public generally without Contractor's knowledge, was known to Contractor at the time of this contract or was disclosed to the Contractor by a third party having the right to disclose such information. This Agreement will be governed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding its conflicts of law provisions.

PROTECTED HEALTH INFORMATION ("PHI"): Pursuant to the Health Insurance Portability and Accountability Act of 1996, Rite Aid, along with all other health care providers, is required to take some extra precautions about how patients' protected health information is used and disclosed. To comply with that regulation, Rite Aid requires Contractor to review and comply with the following provisions-

The purpose of this confidentiality agreement is to establish Contractor's agreement to maintain the confidentiality and privacy of any Protected Health Information ("PHI") that Contractor, its employees, agents, or subcontractors may see or have unintended access to in the ordinary course of business.

Rite Aid and Contractor understand that Contractor, in the agreed upon sale, exchange, or other transfer of goods and/or services, may see, hear, or otherwise have unintended access to PHI maintained by Rite Aid. Such unintended access to PHI may constitute a disclosure of PHI that is incidental to Rite Aid's allowable use and disclosure of PHI under the federal HIPAA Privacy Regulation.

Contractor agrees to keep confidential any Protected Health Information that to which Contractor, its employees, agents, or subcontractors may see or to which Contractor, its employees, agents, or subcontractors may have unintended access to in the ordinary course of business. Contractor further agrees to instruct its employees, agents, or subcontractors in the necessity of maintaining the confidentiality of PHI.

Contractor further agrees to immediately notify Rite Aid in writing of any disclosure of PHI that may be made by or to Contractor, its employees, agents, or subcontractors.

Rite Aid may terminate any and all agreements with Contractor at any time if it determines that Contractor has violated any of the material terms of this PHI portion of the Agreement.

I. GENERAL REQUIREMENTS

1. CONTRACTOR AVAILABILITY: Contractor must be readily available twenty-four (24) hours a day, three hundred sixty-five (365) days per year. Same day service is required on emergency calls placed before 12:00 noon in the time zone in which the Contractor's office is located. Contractor shall make every reasonable attempt to respond to emergencies within two (2) hours after receipt of service request. Calls shall be placed to the following numbers:

PHONE: 888-629-7569 Ext. 0
AFTER HOURS: 888-629-7569 Ext. 0

CONTACT: Ryan Hovermale
CONTACT: Ryan Hovermale

2. COMPETITIVE BID: Rite Aid reserves the right to competitive bid product/services not covered under this Agreement.

3. COMPLIANCE WITH LAWS: Contractor, its subcontractors and their respective employees, agents and anyone performing work here under shall comply with all current federal, state and local laws and regulations and any subsequent applicable laws and regulations implemented during the term of this Agreement. This provision specifically includes Department of Labor, Occupational Safety and Health Administration, and Environmental Protection Agency laws, regulations, or other provisions. Contractor agrees to utilize only properly certified technicians and equipment in the performance of Services under this Agreement and provide proof of certification upon request.

4. PERMITS AND INSPECTIONS/CODE COMPLIANCE: Contractor shall secure any and all permits and/or inspections required by all Applicable Laws. Certificates of inspection shall be furnished to Rite Aid where permits are required. All work performed under this Agreement must be in compliance with all Applicable Laws.

5. IMMIGRATION COMPLIANCE: All Contractor personnel or agents must be United States citizens, or otherwise be legally authorized to work in the United States. It is required at least one member of the crew be able to converse in the English language.

6. CHOICE of LAW; JURISDICTION; VENUE: This Agreement shall be construed and enforced under and in accordance with the laws of the Commonwealth of Pennsylvania. Any and all disputes or claims relative to this Agreement shall be negotiated, tried, determined, or otherwise handled and disposed of only in the appropriate state court of the Commonwealth of Pennsylvania. Contractor hereby consents to the personal jurisdiction of such court over it in such matter.

7. ASSIGNMENT: Neither Rite Aid nor Contractor may assign or transfer their interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld or delayed.

8. AUDIT: Contractor shall keep books of account related to the Services provided under this Agreement and Rite Aid shall have the right, with at least seven (7) day's prior written notice, to examine and audit such books and records.

9. BREACH OF AGREEMENT: The foregoing notwithstanding, if either party shall breach any provision of this Agreement, then the non-breaching party, after giving the breaching party written notice of such breach and ten (10) days from receipt of said notice to cure same, shall be entitled to immediately terminate this Agreement by written notice.

10. NON-CURABLE DEFAULT: Either party may elect to terminate this Agreement immediately for just cause upon delivery of written notice to the other in the event that the other: (i) becomes unable or fails to pay its debts (including any amount owed hereunder) as they become due; (ii) files or has filed against it any petition seeking relief under any bankruptcy, reorganization, liquidation or similar law; (iii) makes a general assignment for the benefit of its creditors or (iv) fails to perform as indicated in this Agreement. In any such case, such termination shall be effective on the termination date specified in such notice.

11. RECOVERY OF PRODUCT: Upon any termination or expiration of this Agreement, Contractor shall have the right to recover any and all product or materials in the possession of Rite Aid within thirty (30) days and if not so recovered, shall be deemed abandoned and may be disposed of as Rite Aid deems fit, in its sole discretion.

12. RESTITUTION: Contractor shall be solely and fully responsible for all actions (negligent, intentional, criminal or otherwise) of its employees, agents and subcontractors wherein, on or about any Rite Aid Locations. Contractor shall reimburse Rite Aid for all loss or damage to property of Rite Aid or injury to persons caused by Contractor, its employees, agents or subcontractors resulting from,

arising out of, or connected with the Services. Reimbursement, credit invoice or credit memo shall be at full replacement value; however, stolen merchandise shall be reimbursed at the retail price then in effect.

13. REPRESENTATION: Contractor and Rite Aid hereto represent that each has full power and authority to enter into this Agreement and that this Agreement is binding upon each of them and enforceable in accordance with its terms.

14. NOTICES: Any notice to be given or to be served upon either party hereto in connection with this Agreement shall be in writing and shall be deemed to have been given when a letter containing such notice, properly addressed, Certified Mail, Return Receipt, with postage prepaid, is deposited with the United States Postal Service. Such notices shall be sent to the addresses set forth at the beginning of this Agreement and any such notice to Rite Aid shall be sent attention of: Contract Administrator – [TYPE OF SERVICE], Retail Facilities Department.

II. INDEMNIFICATION AND INSURANCE

1. INDEMNIFICATION: Contractor acknowledges and agrees to indemnify, defend and hold Rite Aid harmless from and against any and all claims, losses, liability, damages, fines, sanctions and expenses, including reasonable attorney's fees arising or resulting, directly or indirectly in connection with any:

- a. intentional or negligent act or omission of Contractor or Contractor's agents or employees with respect to the performance of its obligations under this Agreement; or
- b. breach of any law or regulation, representation, warranty or other obligation of Contractor under this Agreement; or
- c. violation of any regulation or law by Contractor, its subcontractor(s) or their respective employees or agents.

Contractor shall further indemnify, defend and hold Rite Aid harmless from any and all liens and other encumbrances against the Locations on account of debts or claims alleged to be due from Contractor to any person, including any subcontractor employed by or under him, or to any supplier.

Rite Aid reserves the right to select and retain counsel at Contractor's expense to defend Rite Aid in any such action, as necessary under these provisions; or until Contractor accepts tender, defense, and communicates with Rite Aid, with no conflict in representing Rite Aid's interests.

For any matter that Contractor accepts on Rite Aid's behalf, Contractor must notify the Rite Aid risk management team and include Rite Aid on all responses, resolutions and releases.

The foregoing indemnity provisions shall survive the termination of this Agreement.

2. INSURANCE: Contractor represents that it carries insurance with a reputable insurance company(ies) licensed to underwrite in states where the Services are being performed and providing for coverage as follows:

(a) **Comprehensive General Liability:** \$5,000,000 single limit liability coverage, and including personal injury perils, broad form contractual liability, broad form property damage and extended bodily injury; and

(b) **Automobile:** \$1,000,000 combined single limits for owned and non-owned motor vehicle liability coverage; and

(c) **Worker's Compensation:** Statutory coverage.

(d) **Theft:** \$10,000 for any one theft.

(e) **Additional Insured and No Cancellation Clause:** The insurance provided shall name Rite Aid HDQTRS Corp. and/or its Affiliated Companies as an additional insured and shall contain a clause that it will not be canceled, materially modified or otherwise altered without thirty (30) days' prior written notice to Rite Aid. Contractor agrees:

1. **Insurance:** To keep such insurance in force during the full term of this Agreement, and
2. **Certificate of Insurance:** To provide a current Certificate of Insurance to Rite Aid evidencing such coverage during the full term of this Agreement.

Before commencing performance under this Agreement, Contractor shall provide Rite Aid with certificates of insurance reflecting the above coverages.

III. INVOICING INSTRUCTIONS

1. **FEES:** For performing the Services, Rite Aid shall pay Contractor according to Exhibit C.
2. **INVOICING:** At a minimum of on a monthly basis, Contractor shall submit a separate spreadsheet invoice for services rendered along with each invoice, for each Location according to Exhibit A and/or respective work orders. Contractor will provide a service call detail summary for each location. Contractor shall submit invoicing within thirty (30) days of Services being rendered. All invoices including those for extra work and out of scope services must be submitted according to attached Exhibit D.
3. **PAYMENT:** Payment shall be issued thirty (30) days from receipt of the above invoices and supporting documents as described above.
4. **PROCUREMENT CARD:** Coincident with Contractor's capabilities, Rite Aid may pay properly submitted invoices within thirty (30) days after receipt with a corporate purchasing card for payment. Supplier agrees to accept any such card. Rite Aid may withhold any amounts which are disputed in good faith or may deduct any amounts for charges, costs, expenses or losses actually incurred as a result of defects in the work or Services; late delivery; or any other noncompliance with applicable schedules, exhibits, attachments, drawings, data sheets or specifications. Rite Aid shall use good faith efforts to procure compliance with its payment obligations under this Agreement. Rite Aid shall have a right of setoff against any amounts due under this Agreement, for all amounts due Rite Aid from Contractor regardless of the source of the obligation.
5. **CESSATION OF SERVICES FOR CLOSED STORES:** Upon closure of a Location during the contract term, all accumulated monthly billings to Rite Aid will be compared to the cost of all actual services or other additional work satisfactorily performed and documented for that Location to date of closing. For the cost of said services, Contractor will invoice Rite Aid and payment will be due within thirty (30) days from receipt of invoices. For any excess of accumulated billings over the actual cost of said Services, Contractor will credit Rite Aid.

IV. SPECIFIC PROVISIONS

1. SERVICE DETAILS

(a) **Frequency:** Frequency of services performed shall be according to Exhibit B. Rite Aid reserves the right to change service frequencies at any time during the term of this Agreement, upon twenty-four (24) hours written notice.

(b) Scope: Scope of work must be performed according to attached Exhibit B, unless otherwise previously approved by a designated Rite Aid corporate office representative.

(c) Non-Scheduled Services: Contractor agrees to obtain written authorization from the Retail Facilities Department to perform any non-scheduled or additional services. Contractor agrees to waive payment if said authorization is not obtained prior to the commencement of the aforementioned services. A sample copy of a work order is attached at Exhibit D-6.

(d) Quality Control Inspections: Rite Aid expects Contractor to conduct regular quality control inspections at its own frequency or the frequency designated in attached exhibits, to match the type of service being provided. Reports from Quality Control inspections shall be made available to Rite Aid upon request.

2. GENERAL SERVICE CONDITIONS

(a) Safety: Contractor shall maintain adequate procedures during and immediately following the performance of the Services to ensure: the safe and tenantable condition of the locations; and the safety of Rite Aid, its employees, invitees, customers and agents (including the agents and employees of Contractor). Contractor shall provide proper and periodic training consistent with industry standards to all Contractor employees and subcontractors, as necessary to deliver safe and satisfactory services to Rite Aid.

(b) Identification: Contractor employees and subcontractors shall wear identification with the individual and company name when performing Services.

(c) Log Book: Contractor is highly recommended to use the designated Vendor Log Book present at each Location. Contractor should sign legibly and log in and out of the book with the appropriate times.

(c) Refusal: Rite Aid reserves the right to refuse services by any subcontractor at its sole discretion and request Contractor to replace said subcontractor with another party. Any refusals will be done with thirty (30) days of written notice.

V. NEW LOCATION(s):

1. Location(s) may be added and/or deleted to Exhibit A on an as-needed basis.
2. New locations added during the term of this Agreement shall be treated the same as existing Locations and expire upon the aforementioned expiration date.

IN WITNESS WHEREOF, Contractor and Rite Aid have caused this Agreement to be executed as of the above date.

ADVANCED SERVICE SOLUTIONS, INC.



SIGNATURE

CHRISTIAN SABELLA

PRINT NAME


CHIEF OPERATING OFFICER

TITLE



WITNESS

RITE AID HDQTRS CORP.
AND/OR ITS AFFILIATED COMPANIES



SIGNATURE

Robert Faza Kerley

PRINT NAME

V.P.

TITLE



WITNESS

EXHIBIT “A”

Omitted refer to Exhibit C

Exhibit B
SNOW/ICE MAINTENANCE
Specific Provisions

GENERAL CONDITIONS

- **INTENTION:** Under this Agreement, Contractor shall provide all snow and ice removal services for parking lots, service areas, ingress/egress, store sidewalks and public walkways. In addition to any state or local codes, Contractor must further have all handicapped spaces, lots and walks cleared in compliance with the ADA guidelines.
- **SUBCONTRACTING:**
 - Contractor understands either contractor or the subcontractor shall perform services as described in this Exhibit. No additional layering of subcontractors shall be permitted without prior written approval from Rite Aid.
 - In the event of service by a subcontractor, Contractor will coordinate all contact between subcontractor and Rite Aid. There is to be no direct communication between Rite Aid and subcontractors, except to acquire signatures to validate service tickets for completed work when necessary. (See Exhibit D).
 - Contractor shall provide a list of Subcontractor's names, addresses and contact information for each subcontracted site upon request.
- **EMERGENCY:** For purposes of this Agreement an emergency includes a snow or ice condition which may prevent a store from opening or from remaining open for business. Contractor must have twenty-four (24) hour availability for emergency purposes through its primary phone number indicated in this Agreement. Additional numbers are:

Pager N/A Cellular 856-628-7157 Other 888-629-7569 ext. 0

- **DAMAGE TO PROPERTY:** Contractor must immediately notify both the store manager and Rite Aid Contract Administrator when the Contractor causes any property damage. In addition, Contractor is to provide the Rite Aid Contract Administrator with photographs of Locations when such an event occurs. Failure to do so will result in immediate termination of the Agreement. A final site survey with the manager to survey for damage will be required before final payment is released to Contractor.

Where damage by Contractor is reported, Rite Aid in its sole discretion will authorize a general contractor to make necessary repairs. Contractor will be notified of the damage costs and Contractor is obligated to reimburse Rite Aid for any repairs performed.

- **SPECIAL EQUIPMENT NEEDS:** For additional authorized work, equipment rates shall include an operator. Rite Aid will only pay equipment charges for the amount of time the equipment is actually in use; for example, if one operator is using two pieces of equipment, Rite Aid will only pay hourly rates for the more expensive piece of equipment. See Exhibit C-1 (Additional Pricing)
- **FINES/VIOLATIONS:** Any fines or violations imposed due to Contractor's failure or unacceptable work under this Agreement, during the contracted period, will be charged back to the Contractor. Contractor must reimburse said charges within sixty (60) days of demand by Rite Aid, or Rite Aid may elect to take a credit off future invoices.
- **SERVICE AREAS:** Store must be accessible and able to receive all services. Service areas may include and are not limited to drive thru lanes, dumpster enclosure, utility meters, delivery/receiving areas, storage fixtures, balers, etc.

Exhibit B
SNOW/ICE MAINTENANCE
Specific Provisions

SCOPE OF WORK

1. **ACTIVE SITES:**
 - Plowing or clearing of parking lots, service areas, ingress/egress, store sidewalks and public walkways shall automatically commence when snow accumulation reaches two to three inches (2-3"). If less than two inches (2"), Contractor may be requested to service areas by an authorized Rite Aid representative, including a store manager. Snow is to be cleared for each successive three inches (3") of accumulation during open store hours.
 - Contractor may only bill for clearing actual accumulated snow at each plow and shovel event- for example, two (2) plows during a six inch (6") event can be billed as one (1) initial service of 2-3" and one (1) subsequent service of 3".
 - Contractor will automatically commence to de-ice parking lot and sidewalks during snow, sleet, freezing rain and re-freezing conditions as necessary in order to ensure the safety of Rite Aid, its employees and customers.
 - Contractor shall ensure all entrances and exits remain open.
 - Salt, calcium chloride, or a comparable de-icing product will be used on parking areas and sidewalks to prevent and treat ice as needed, and according to local code. Cinders, gravel and sand shall only be used in locations as dictated by local code. Sodium chloride or rock salt is prohibited on sidewalks. Sidewalks must be cleared each time the parking lot is plowed. No heavy equipment shall be used to clear sidewalks.
 - If snow accumulates overnight, plowing and shoveling is to be completed by 7:00 AM, (except 24 hr stores), unless otherwise directed by either the store manager or Rite Aid corporate staff.
 - In the event that snow accumulation significantly reduces the parking area or restricts visibility around entrances and exits, Contractor shall discuss with Store Manager and if in agreement, Store Manager will contact Rite Aid Repair and Maintenance for authorization to remove snow from site.
 - City/Public sidewalks should be cleared as needed AND receive final clearing within 2 hours after the city finishes plowing. City/public sidewalks are pedestrian paths next to roads or driving areas, and generally include school walking areas, accessible curb ramps, key transit stops, and retail zones. All City/Public sidewalks associated with the property will be cleared of ice and snow according to state and local code.
2. **ADJACENT TENANTED OR VACANT SITES:** An adjacent tenanted or vacant site means a site that is directly attached to the active Rite Aid or on the same property as Rite Aid. These sites should also be maintained in accordance with the above scope of work when included on Exhibit A.
3. **VACANT SITES:** These include freestanding locations, only when included on Exhibit A.
 - Parking Area- Unless the parking area is blocked to entry, Contractor will commence plowing vacant properties upon 2-3 inch snow accumulation and will re-plow upon each successive 3 inches of accumulation. Contractor shall maintain an eight (8) foot wide fire lane around all accessible sides of the building clear of ice and snow.
 - City/Public Sidewalks- All City/Public sidewalks associated with the property will be cleared of ice and snow according to state and local code.
4. **NON-CONTRACTED LOCATIONS & COVERAGE:** If Contractor is asked by an authorized Rite Aid representative to service Locations not listed on Contractor's Exhibit A, and if Contractor agrees to perform that service, Rite Aid will provide a work order and/or authorization prior to Services being performed, and all service will adhere to the above Exhibit B SNOW/ICE MAINTENANCE (Specific Provisions).

Exhibit B
SNOW/ICE MAINTENANCE
Specific Provisions

SITE SPECIFICS

- **SNOW STORAGE:**
 - Contractor shall meet with store management to determine the best places to stockpile snow. Snow storage areas also deserve special attention. As snow melts, the melt water should not drain across driving and walking areas before reaching storm sewers or ditches. This snowmelt can refreeze at night and cause slippery conditions.
 - Contractor shall not pile snow in front of the Rite Aid garbage disposal areas, rear doors, loading docks or otherwise allow snow to sit in such a way that the store is not accessible to garbage removal, delivery trucks during store hours of operation. Store must be able to receive all services.
 - At the end of each snow season, Contractor shall ensure site is cleared of any residual deicing and/or traction products, such as salt, sand, gravel, cinders, etc, (such products used in accordance with local code), and Contractor's representative must obtain a Service Ticket signed by the Manager (also known as a VST).
- **SITE PLAN:** Contractor must provide a site plan to the Contract Administrator upon request. Contractor shall also place stakes at the landscaping to eliminate the risk of property damage during the snow season and remove the stakes following the season. Site Plan shall identify the following:
 - a.) curb cuts;
 - b.) public and private sidewalk(s);
 - c.) delivery area;
 - d.) drive thru, if any;
 - e.) garbage removal area;
 - f.) total number of parking spaces;
 - g.) number and location of essential parking spaces, including all ADA-compliant spaces;
 - h.) street names; and
 - i.) intended snow stockpile area.

SUPPLEMENT TO EXHIBIT B- SNOW REMOVAL- SEASONAL CONTRACTS

In addition to the Terms and Conditions and Exhibit B, SNOW/ICE MAINTENANCE, Specific Provisions, Contractors with Seasonal Snow contracts are required to adhere to the below:

1. SNOW REMOVAL OR HAULING: Contractor is to make every effort to properly store and stack snow to prevent the need for snow removal or hauling. When snow must be removed from the Location, the following guidelines apply:
 - a. Contractor is responsible to remove snow no more than one (1) hour after the store's closing hours and two (2) hours before the store's opening hours.
 - b. Cost of any snow removal is Included In the monthly service cost and will not require additional quoting or additional payment from Rite Aid.
 - c. Removal shall automatically commence when stacked snow hinders signage, hinders store front visibility, impacts safety, impacts ingress/egress, or impacts other services at the Location (e.g. delivery, trash, etc.).
 - d. When stacking or relocating snow is no longer feasible, authorization for removal shall be requested through an authorized Rite Aid representative, including store management.
2. PAYMENT CYCLE: Contractor will be paid 1/6 of the annual value of the contract, to be billed in monthly installments by the 10th of each month, with the first Installment billed by October 10th and the last installment billed by March 10th. Rite Aid pays in accordance with the underlying terms of the agreement.
3. COST OF COVER DURING FAILURE: Contractor acknowledges that its performance under this Seasonal agreement is a critical component. If Contractor fails to provide satisfactory service as negotiated herein and Rite Aid must obtain another contractor to provide service on a one-time or ongoing basis, Rite Aid reserves the right to bill to Contractor the cost of that coverage.

Table C
Socio-Legal Effects[illegible]

Case ID: 190201821

[illegible]

3 of 7
Copy of Seasonal ADVANCED

Case ID: 190201821

Case ID: 190201821

[illegible]

Case ID: 190201821

[illegible]

Case ID: 190201821

[illegible]

[illegible]

Exhibit D
INVOICING INSTRUCTIONS

*When this Exhibit D is attached to any agreement between Rite Aid and a contractor, the terms of both the agreement and any preceding exhibits prevail over the terms in this Exhibit. Not all provisions in this Exhibit are relevant to all agreements attached thereto.

The content of this Exhibit provides policies and procedures related to facility repair and maintenance proposals, quotes and payments. The Exhibit also contains examples of acceptable invoice format and a Validated Service Ticket ("VST") or its alternative, for satisfactory work verification.

The following is included in this Exhibit:

- Retail Facilities Contractor Instruction Sheet (Pages 2-3)
- Retail Facilities Proposal for Repair Procedure (Page 4)
- Retail Facilities Invoice Procedure (Pages 5)
- Sample Work Order (Page 6)
- Sample Invoice (Page 7)
- Sample VST Exception Request Form (Page 8)
- Approved Affidavit Form (Page 9)

For questions about the enclosed forms, please contact a Rite Aid Retail Facilities Administrator for guidance at (717) 730-8200. Compliance with the policies and procedures will assist Rite Aid in providing clear direction to the contractor and minimize unnecessary delays in invoice processing time. These guidelines apply when dealing with Rite Aid representatives directly, but also through another source as Rite Aid may designate from time to time, such as a third party call center or service consolidator.

Retail Facilities Contractor Instruction Sheet

All Contractor invoicing must adhere to the following attached policy, procedure and invoice guidelines. Invoices not in compliance with the attached guidelines will not be paid.

Policy Guidelines:

1.) Invoices for ALL work completed must be accompanied by a verification in the form of a VST or approved alternative (e.g. IVR, post-service confirmation record, etc.). This requirement includes scheduled, preventative maintenance and on-demand work unless a prior exception has been issued in writing by Retail Facilities and the Accounts Payable Department. Exceptions are typically provided for scheduled, preventative maintenance when the Contractor can provide an acceptable electronic verification of work completion along with the invoice. Exceptions may be granted in whole or in part to a particular Contractor, or regarding a particular Service. Annual Exceptions may be requested in writing in the attached format and sent to the attention of:

Robert Fazakerley, Vice President, Retail and Corporate Facilities
Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011

2.) A Retail Facilities Repair and Maintenance representative authorizing service will issue a dispatch number for all facilities repair work. The dispatch number will serve as the authorization number and must be included on the service ticket and invoice.

3.) **When receiving an emergency call directly from a Rite Aid Store**, respond to the service request and contact the Rite Aid Repair and Maintenance Request line immediately at (866) 532-9927 to report the emergency call and obtain a dispatch number. An emergency is defined as an incident involving danger or injury to human life or severe damage or loss to Rite Aid property/assets, including products for resale.

4.) Invoices must be accompanied by the appropriate supporting paperwork such as guarantees, warranties, permits, manuals, etc.

5.) All invoices must be received by Rite Aid within thirty (30) days from the date the work was performed.

6.) Invoice payment check stubs indicate the invoice numbers covered by a check. Contractors shall credit these specific invoices directly, instead of applying the check amount to the total balance or oldest invoices.

7.) For invoices in excess of \$5,000, or upon Rite Aid's request, Contractor shall include a sworn statement indicating all indebtedness is paid in full and provide waivers of liens from subcontractors, suppliers and any party with a right to assert a lien.

8.) The Contractor's employees must be properly licensed to perform the trade for which Rite Aid has engaged it, as required by all jurisdictions having authority.

9.) It is the responsibility of the Contractor to obtain all necessary trade permits and inspections required for the project at hand. Plans, drawings, permits and inspection fees should be included as a separate line item on all invoicing.

10.) **Travel Charges:** A company vehicle and customary mechanic's tools are essential to the work performance of contractors and tradesmen, therefore Rite Aid does not pay separate truck or small tool charges.

Procedure Guidelines:

- 1.) Initial service calls are authorized up to a dollar amount specified in writing on the work order. If repairs are going to exceed this amount, Contractor must call the Rite Aid Repair and Maintenance Request line at (866) 532-9927 for a verbal approval or to submit a quote. For repairs in excess of \$1,500, a written proposal per the attached Retail Facilities Proposal for Repair Procedure must be submitted. If the proposal is approved, Contractor will receive notification of the acceptance.
- 2.) Upon arriving at the store, Contractor must sign in the Vendor Log at the manager's office and use the store telephone to use the Integrated Voice Response (IVR) system, unless the Contractor is IVR exempt.
 - For the IVR, Contractor must identify the number of technicians present.
 - After work is completed or when leaving the store for any reason, Contractor must sign out on the Vendor Log and use the store telephone to log out using the IVR system (unless exempt). If the Vendor Log is unavailable, Contractor must advise the Rite Aid manager on duty of its actions.
- 3.) A Validated Service Ticket (VST), should include time and/or hours filled in by the manager, and the scope of work performed. If the technician disagrees with the time the Rite Aid manager fills in, s/he should place a note in the comment section. Both parties should read before they sign and use the comment section as necessary.
- 4.) Each trip to a Rite Aid store requires a separate VST or separate IVR entry for jobs not complete. Example: If the service call requires three trips to the store in order to complete the assigned work, submit three separate VST's with the invoice, or log in and out on the IVR with each visit.
- 5.) Include all work associated with a specific work order on one invoice, irrespective of the number of days required to complete the work. Rite Aid Accounts Payable cannot process multiple invoices against one dispatch number.
- 6.) If a technician is denied access to the store by the store manager or does not receive cooperation to perform work requested and approved by the Retail Facilities Repair and Maintenance representative, instruct your technician to notify their supervisor; the supervisor will contact the dispatching Facility Administrator at (717) 730-8200 for assistance. **Rite Aid expects courteous and professional performance by all parties.**

RETAIL FACILITIES PROPOSAL FOR REPAIR PROCEDURE

1. If repairs cannot be completed in the designated time frame or will exceed the authorization limit set by the Facilities Administrator at the time of dispatch, a recommendation for repair must be submitted to Rite Aid for approval ("Proposal" or "Quote").
2. The Proposal or Quote must provide the following information:
 - a. Description of problem and short reason as to why problem occurred.
 - b. Breakdown of material needed with price for each item, including permits, inspection fees, etc.
 - c. Separate tax calculation.
 - d. Breakdown of number of labor hours needed to complete work, by technician.
 - e. If applicable, trip charge, initial service call, GC OH&P or management fee.
 - f. Any rental or other charges (freight, crane, etc.).
 - g. Total of above charges.
 - h. Analysis of necessity of repair at this time.
 - i. Availability of material and ship date, if applicable.
 - j. Estimated completion date and time.
3. For additional work authorization over the initial authorization, Contractor must obtain verbal approval to proceed with work while the Contractor is on site; Contractor must then submit the revised approved cost for incorporation into the existing dispatch number.
4. All Proposals will be accepted as NOT TO EXCEED itemized quotes and not as a lump sum.

RETAIL FACILITIES INVOICE PROCEDURE

Below is a list of the specific procedures to be followed when invoicing to Rite Aid Corporation.

1. All invoices **MUST** be clearly labeled "Invoice" with an invoice date and number. Rite Aid does not pay from statements.
2. All invoices **MUST** identify store number and location and the exact date(s) of service.
3. Rite Aid can accommodate spreadsheet billings for multiple locations for fixed price contract agreements. Contact the appropriate Rite Aid Retail Facilities representative for spreadsheet billing requirements.
4. All invoices **MUST** identify contractor's name, vendor number, complete address and phone number.
5. All invoices **MUST** show the dispatch number and a comprehensive description of the work performed.
6. All invoices **MUST** have a VST, IVR record or approved alternative.
7. Invoices submitted without a VST or its alternative will not be paid.
8. All invoices must contain either the negotiated contract rate and its ancillaries, or the breakdown identified in Paragraph 2, Page D-4.

INVOICES MUST BE SUBMITTED IN THE APPROVED FORMAT THROUGH THE ONLINE SERVICE PORTAL. NO PAPER INVOICES SHOULD BE MAILED UNLESS REQUESTED.

**WORK ORDER:**

Date Reported: 11/17/2007 4:08:28 PM
 Date Committed: 11/19/2007 5:00:00 PM
 Priority: 24 HOURS

Operator ID:	Cheryl Evans		Alternate Contact:	ASSISTANT MANAGER
Requester Name:	MANAGER, Jason		Alt Contact Phone:	814-749-7872
Telephone Number:	814-749-7872			
Cost Center:				

Location ID:	RITE AID STORE -
Description:	
Mall Name:	
Address:	NANTY GLO, PA 15943-1254 US
Service Location:	
Request Code:	PLUMBING REPAIR

urinal is not operational no water no flush -can use comode until Monday

Comments: What is the nature of the problem? urinal not working
 Is there any flooding as a result of the leak? If yes, dispatch water extraction as a separate work order. No
 Verify the location of the issue (pharmacy, restroom, outside, etc) n
 If the leak is outside, has the city performed any recent work? n
 If the issue is sewage backup, will the store need Water Extraction or Sanitizing work? If yes, dispatch separate work order. Yes
 Can the area be cautioned off to prevent usage or injury until service (if applicable)? Yes
 Has the problem caused any damage inside the store? Note the approximate size of the damaged area. no
 What safety issues (if any) are being caused by the issue (risk of falling, etc.)? no

Provider:	
Provider Contact:	
Provider Telephone:	DIVE.
Provider Fax:	Release #:

Provider will observe all relevant current code authorities' rules and regulations, including safety regulations, and be licensed, insured, and bonded, as required by applicable state law where work is performed. Provider must check in by calling 1-866-532-9931 when arriving on site.

Provider will not exceed DNE stated above without prior approval. If work is expected to exceed this amount, technician must call the Service Solutions call center at 1-866-532-9927 and provider's service desk must submit a Request for Proposal or Quote on-line.

To ensure the efficient and timely processing of an invoice, follow the instructions set forth below.

To avoid a delay in processing your invoice, please follow these instructions:

Technician must check in and out of the store using the above IVR (Integrated Voice Response) number 1-866-532-9931 (failure to check in and out with the store and IVR system could result in invoice challenge and poor provider scorecard rating).

Submit this work ticket or your company's work ticket complete with Rite Aid store management signature and store stamp. You must submit your invoice online (www.fmpilot.com/riteaid), and attach the signed/stamped work ticket or your payment will be delayed. Paper invoices sent to Rite Aid will not be paid.

Invoices submitted with missing information will be challenged on-line automatically. Invoices that exceed the DNE (Do Not Exceed) stated above or an approved increase.

**** INVOICES SUBMITTED 45 DAYS OR MORE FROM COMPLETION OF WORK WILL NOT BE PROCESSED FOR PAYMENT ****

If these directions are not followed accurately, or if the invoice total is greater than the DNE or the approved increase, the invoice will be returned to you without payment.

Customer Signature: _____ Date: _____

Vendor Signature: _____

Online Vendor Invoice	(FACILITY MAINT. GROUP)	INVOICE
	CAMP HILL, PA 17011	Vendor Inv #:
	Check #:	Invoice Date: 10/22/2007
	Check Date: 10/25/2007	Service Date: 10/22/2007
		Received Date: 10/19/2007
		Date Approved: 10/22/2007

Billing Address:
RITE-AID CORPORATION
PO BOX 1169 - ATTN: ACCOUNTS PAYABLE DEPT
CAMP HILL, PA 17011-1169

Location Address:
RITE AID STORE
JENNANDDAH, PA 17976-2332
570-462-1924
RIT-00208

Work details	Status: COMP	Batch ID:
W/O# (FWO#)	Provider	Equipment
<p>Requested by:</p> <p>Service Details: Tom stated that the drain on the roof of his drive thru is busted making water overflow and leak. Need fixed asap, techs for equip. won't service until drain is fixed</p> <p>Description of Work Done: (FACILITY MAINT. GROUP) - 10/22/2007 12:43:49 PM Replaced Rubber boot and re-glued PVC assembly at roof drain above drive thru</p> <p>10/19/2007 11:11:33 AM changing the scheduled date and the priority per previous note when I talked w/ tom the store mgr. *****</p> <p>10/19/2007 11:10:02 AM Called from rite aid and he stated that called him and asked for the details. Tom stated that it was about to rain and offered service for monday and tom said that was reasonable. service on monday 10/22 *****</p> <p>10/19/2007 11:08:25 AM called and he said at the store told him this was not an emergency call, that monday would be fine to have the work fixed. Tom said its pouring down rain anyways. I changed from P4 to a P24, I said he would be back out there on monday. *****</p> <p>10/19/2007 10:55:10 AM stated that he will accept the work order. ***** Alan Cooper -</p> <p>***** What is the nature of the problem? drain on roof of drive thru is busted Is there any flooding as a result of the leak? If yes, dispatch water extraction as a separate work order. No Verify the location of the issue (pharmacy, restroom, outside,etc) drive thru roof If the leak is outside, has the city performed any recent work? no If the issue is sewage backup, will the store need Water Extraction or Sanitizing work? If yes, dispatch separate work order. No Can the area be cautioned off to prevent usage or injury until service (if applicable)? Has the problem caused any damage inside the store? Note the approximate size of the damaged area. no What safety issues (if any) are being caused by the issue (risk of falling, etc.)? not able to perform drive thru equipment service.</p>		

Item #	Description	Line Cost					
	Name	Date	Start	Finish	Hours	Rate	OT
							Line Cost
	FACILITY MAINT. GROUP	10/22/2007	10:41	12:52	2.20	\$0.00	N \$0.00
	FACILITY MAINT. GROUP	10/22/2007	11:23	11:23	2.20	\$	N \$
1						Labor costs:	\$
	Date	Item Description			Quantity	Line Cost	
	10/22/2007	Travel Charge			1	\$	
2						Material / Other Costs:	\$
						Invoice Sub-Total:	\$
						Tax:	\$0.00

Invoice Total: \$

Submitted Invoice Total: \$

If the submitted total is not the same as the invoice total, you must click "Submit" to update the submitted invoice.

RETAIL FACILITIES VALIDATED SERVICE TICKET EXCEPTION FORM

Rite Aid recognizes that the burden of supplying a Validated Service Ticket (VST) in some preventative maintenance programs is overly burdensome and does not add to the value of a negotiated Agreement. In other instances, in coordination and compliance with Rite Aid's accounting compliance policies, the supporting paperwork is a mandatory supplement to invoicing and no exceptions will be made.

If you wish to apply for a VST Exception for your company or a particular service, please fill out the information below and submit it for consideration to:

Robert Fazakerley, Vice President, Retail and Corporate Facilities
Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011

Contractor: _____

Service Type (if all, state All): _____

Please note effective September 1, 2011, NO EXCEPTIONS will be granted for Snow Removal Services.

Service Area(s): _____

Date of Application: _____

Potential Annual Value of Agreement: _____

Contract Date to Start (if multiple, state Multiple): _____

Contract Date to Expire (if multiple, state Multiple): _____

Please describe the method(s) you intend to use in lieu of providing Validated Service Tickets:

Upon review, your application is-
By: _____

APPROVED ☐
Date _____

DENIED ☐
Initial _____

Robert Fazakerley
VP, Corp. and Retail Facilities

☐ Other Department

Dept Name _____

By _____

AFFIRMATION OF SUPPORTING DOCUMENTATION FOR INVOICES

This statement is designed to be used by Rite Aid Service Providers with a current fully executed preventative service agreement AND approved VST Exception Form. In compliance with Rite Aid's contract Audit provision and further pursuant to Invoice Procedures identified in Exhibit D, this document memorializes an approved exception to the supporting documentation requirements for invoicing in the above referenced documents, as follows:

1. In lieu of a Rite Aid or Service Provider generated Validated Service Ticket, the service provider may provide an internal IVR summary to verify service completions; OR
2. In lieu of an internal IVR or a third-party IVR system designated by Rite Aid, the Service Provider may verify service completions through an internal post-service verification method (e.g. phone call confirmation), and provide a summary copy of verifications; OR
3. In lieu of the above, other advanced technological methods demonstrating service compliance, as demonstrated to and reviewed by Rite Aid representatives;
AND, in conjunction with 1, 2 or 3.
4. Details of the post-service verification, and/or any additional signed service tickets, must be made available to Rite Aid upon demand, within a reasonable period of time, not to exceed a maximum of thirty (30) days.

The undersigned, being an Owner, Officer or other Principal of the Service Provider, having performed reasonable due diligence, hereby affirms that the charges for Services on the attached invoice are valid, and that Service Provider has complied with the above guidelines.

Service Provider Name: _____

By: _____

Print: _____

Its: _____

For (service type): _____

